

**B|BRAUN**

Tracey  
Bob W  
Charlie

*[Handwritten initials]*  
Cf

C - 94048  
S 462968  
ARS 4099  
Auth 3720

B. Braun Medical Inc.  
824 Twelfth Avenue  
PO Box 4027  
Bethlehem, PA 18018-0027

Telephone: 610-691-5400  
Telefax: 610-691-2200

PR 492541  
Sub 370656

April 30, 1997

Mr. Robert K. Lewis  
Department of Environmental Protection (DEP)  
Facility Section Supervisor, Northeast Regional Office  
2 Public Square  
Wilkes Barre, PA 18711-0790

Dear Mr. Lewis,

WASTE MANAGEMENT  
COUNTY: LEHIGH  
MAY 12 1997  
FACILITY: B Braun  
FILE CODE: Application Permit by Rule  
ID #: PA0982679169

It has been brought to B. Braun's attention by the local DEP office, that B. Braun is required to apply for a Permit By Rule because of the neutralization process of Ethylene Glycol (25 PA CODE 265.433--Neutralization Treatment Units). A description of the neutralization process is herein, per your request. The neutralization waste is hazardous (40 CFR 261.10) because of the corrosivity of the mixture (20% ethylene glycol, 80% water). Before neutralization, the mixture has a pH of .5-1.0. The ethylene glycol/water mixture is then treated with sodium hydroxide to establish and maintain a pH of 7. After neutralization, the ethylene glycol/water mixture is non-hazardous and taken off-site by American Chemical Exchange (ACE).

B. Braun steps undertaken in the compliance with 25 PA CODE 265.433--Neutralization Treatment Units: B. Braun Medical has a NPDES (National Pollutant Discharge Elimination System) permit with the Borough of Catasauqua (265.433 (2) and has an EPA ID number with the EPA (264.11). The neutralization unit is located within the building which requires card access to the building and card access to the area of the neutralization unit (264.14). A preventative maintenance program is maintained for the entire sterilization area and retained at the facility (264.15). All operating records are kept at the facility (264.73). B. Braun will file a biennial report by March 1, 1998, if as a large quantity generator B. Braun generates more than 2,200 lbs. of hazardous waste in any one month of the reporting year (264.75). Additional reports are filed, if necessary (264.77). The criteria for Chapter 264, Subchapters C & D; and Chapter 265, Subchapter Q, have been complied with as stated in the regulation.

Attached please find a schematic of the neutralization process and a detailed description of the neutralization process and its purpose. I am looking forward to your response regarding acknowledgement of B. Braun's neutralization treatment process. If you have any question regarding this matter, please feel free to contact myself at (610) 691-5400 or Steve Stancick, Sterilization Manager, at (610) 266-0500.

Sincerely,

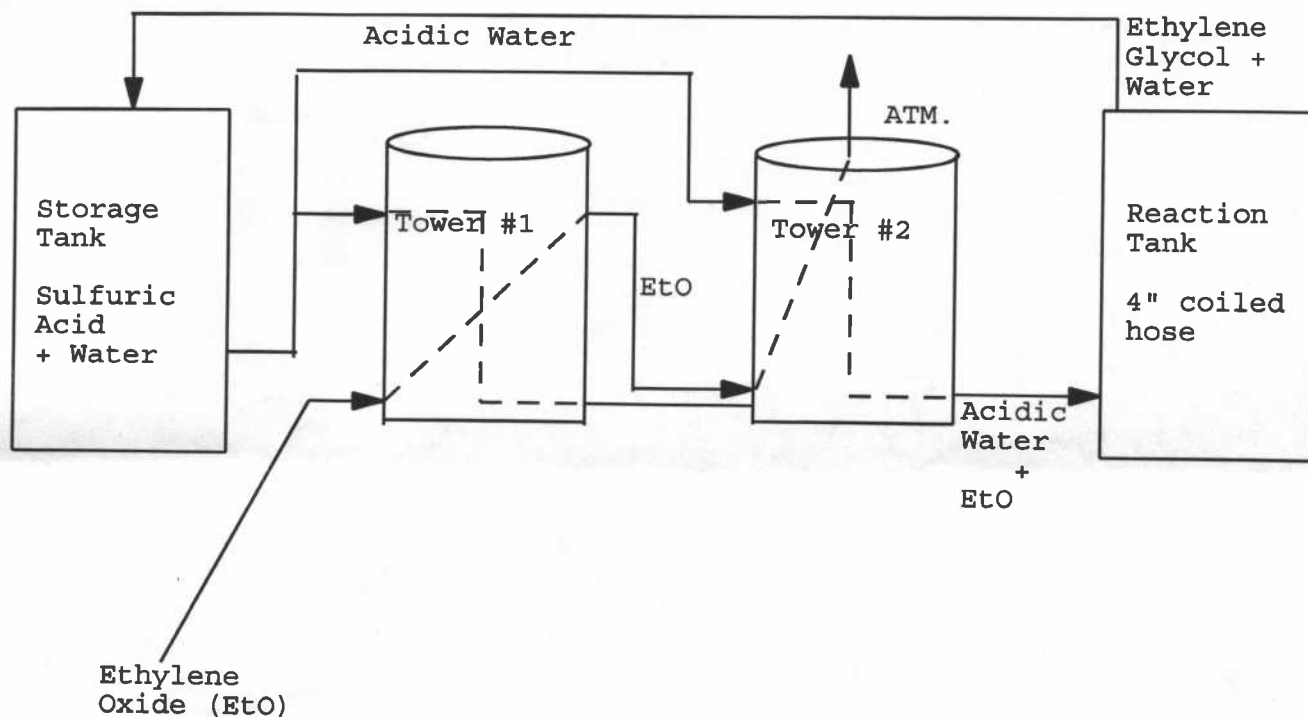
*Lisa M. Millington*

Lisa M. Millington  
Environmental Affairs Coordinator

cc: H. Morrison  
Dr. L. Lucas  
D. Calek

S. Stancick

# DEOXX SCRUBBER SYSTEM



Ethylene Oxide Gas Stream enters bottom of Tower #1.  
 Acidic water enters top of Towers 1/2.  
 Entrapment occurs when Ethylene Oxide mixes with acidic water.  
 Added efficiency occurs thru Tower #2.  
 Final EtO/Acidic Water mixture goes to Reaction Tank.  
 Mixing of EtO/Acidic Water converts mixture to ethylene glycol + water.  
 Ethylene Glycol Mixture is recirculated back to the Storage tank.  
 Storage Tank Liquid is reused until tank is full or concentration reaches 50%.

## AGREEMENT

This Agreement between American Chemical Exchange Company, Inc. and Burron Medical (Generator) sets forth the terms and conditions under which American Chemical Exchange agrees to pay the Generator for removal of the ethylene glycol mixture (Mixture) produced as a by-product of Generator's ethylene oxide sterilization emissions control systems.

1. **Notifications:** All notifications and correspondence in regards to the terms and conditions of this Agreement will be made to:

American Chemical Exchange Co., Inc.  
9847 Hibiscus Court  
Alta Loma, California 91701  
Attn: Robert Somerman  
909-484-2542

DIONNE Hill  
Fax: 909-987-9798

Generator: Burron Medical  
904 Postal Road  
Allentown, PA 18103  
Attn: Steve Stancick  
610-226-0500

All notifications and changes to this Agreement will be made in writing.

2. **Charge or Payment Terms:** *11/16/97* Current 12/96  
*400-4500 gallons*  
Allentown, PA 2,500 gallons 0/gallon

**Pricing:** If the market price of Ethylene Glycol increases, the payment to the Generator will be increased. If the market price decreases, a similar adjustment will be made. Pricing will be calculated from spot market prices and will be adjusted as a percentage of that price. Notification of price changes will be made in writing.

**Demurrage Charges:** Generator will be responsible for all Demurrage charges resulting from any Generator related occurrence that delays or prevents the loading of the mixture 2 hours after the tanker truck has arrived. The Demurrage charges will be \$80.00 per hour.

**Cancellation Charges:** The Generator will be responsible for any cancellation charges resulting from any Generator occurrence that would prevent a tanker truck from arriving on the day scheduled. Cancellation charges will total \$ 225.00 per occurrence.

**Additional Charges:** Because Mixture is a by-product of a manufacturing process, **American Chemical Exchange** acknowledges that the specifications of the Mixture, including the pH and the concentration of ethylene glycol of the Mixture will vary from lot to lot. However, sufficient testing has been conducted to determine that the total ethylene glycol (mono, di & tri-) concentration will average between *40%* and 60% *11/16/97* and that the normal operating conditions will result in a Mixture with this concentration.

For Concentrations less than 20% glycol, freight plus a flat fee of \$500.00 will be charged. The pH of the Mixture prior to neutralization will normally be less than 1.5. Most state and federal transportation regulations require that the pH be greater than 2.0 but not greater than 11.5. Therefore, to include a safety factor, Generator will neutralize the Mixture to a pH of approximately 7.0. Generator will use sodium hydroxide (NaOH) to neutralize the Mixture.

## 3

Generator will not ship any Mixture that for any reason has become contaminated with any substance not normally produced by the emission control or neutralization process. Upon arrival to the shipping point if the material is determined to be contaminated with a foreign substance not associated with emission control or neutralization processes, the material will be sent back to the Generator freight collect, for both directions. In order to avoid guesswork and additional costs, it is strongly recommended that samples be prepared and sent to Gabriel Labs, 114221 N. Elston Ave., Chicago, IL 60622. Attention: Donna Panek. Please label sample material with appropriate information, name of Generator, address and date. Please also note that results should be sent to **American Chemical Exchange**.

3. **Compliance:** Both parties will comply with all applicable laws, statutes, rules and regulations concerning use, handling and transportation. According to CFR guidelines parts 261.2 (e) & (f).

4. **Material Safety Data Sheet:** Upon request, **American Chemical Exchange** will provide Generator with a Material Safety Data Sheet (MSDS) for each lot of Mixture.

5. **Disclaimer of Warranties:** Generator makes no warranty, either expressed or implied, including any warranty of fitness for a particular or intended purpose of merchantability.

6. **Hold Harmless:** **American Chemical Exchange** will indemnify and hold Generator harmless from and against any and all claims, actions, charges, suites, liabilities, losses, costs and expenses, including reasonable attorneys' fees, resulting from the purchase, use or transportation of the Mixture or of any product made from the Mixture composition as defined in Additional Charges in Section 2.

7. **Insurance:** All transporters and processors contracted by **American Chemical Exchange** to haul and use the Mixture maintain vehicle and liability insurance coverage in an amount no less than \$1,000,000 per occurrence and Workmen's Compensation as required by statute.

4

8. **Facilities, Personnel & Equipment:** On days of shipments, Generator's facilities and personnel will assist driver in pumping the Mixture into the tank truck. The tank trucks we dispatch will provide 20-40 feet of hose and a pump. American Chemical Exchange will provide adequate hose for hook up from Generator equipment to transfer.

9. **Terms & Termination:** This Agreement shall remain in effect until terminated by either party upon 60 days prior written notice.

AMERICAN CHEMICAL EXCHANGE CO., INC.

By: 

Robert Somerman

Date: 1/6/96

BURRON MEDICAL

By: 

Steve Stancick

Date: 1/6/96

#### Addendum to Agreement

1. **Use:** The material from DeOxx will be used in the manufacture of:

- a. Automobile Coolants
- b. Herbicides
- c. Fire Extinguishing Fluids

LEHIGH BUSINESS FORMS, INC. (215) 821-0900 FAX (215) 821-8962


# **STRAIGHT BILL OF LADING** ORIGINAL - NOT NEGOTIABLE

STAINLESS TRANSPORT / NAPP1  
(NAME OF CARRIER)

Shipper No. 20103  
Carrier No. \_\_\_\_\_  
Date 3/18/97

TO: AMERICAN Chemical Exchange  
CONSIGNEE  
BASS Oil  
136 Morgan Ave  
Brooklyn, NY

FROM:  
SHIPPER BURRON MEDICAL INC.  
904 POSTAL ROAD  
ALLENTOWN, PA 18103

ROUTE FOOD STUFF - EDIBLE PRODUCT

NO. SHIPPING UNITS	QTY.	Kind of Packaging, Description of Articles, Special Marks and Exceptions	WEIGHT (Subject to Correction)	RATE	CHARGES
	4478 Gallons	Ethylene Glycol/water mixture NON HAZARDOUS			
		FAK TRF ITEM TRF ITEM			

REMIT BURRON MEDICAL INC.  
C.O.D. TO: 824 12th AVE.  
ADDRESS BETHLEHEM, PA. 18018

COD Amt: \$

C.O.D. FEE:  
PREPAID ☐ \$  
COLLECT ☐ \$

Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES: \$

FREIGHT CHARGES  
FREIGHT PREPAID: ☐ Check box if charges are to be collect  
except when box at right is checked

\$ \_\_\_\_\_ per \_\_\_\_\_

(Signature of Consignor.)

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER:  
BURRON MEDICAL INC.  
904 POSTAL ROAD  
ALLENTOWN, PA 18103

CARRIER NAPP1

PER R Smith

DATE 3-18-97

PER



# Nappi Trucking Corporation

MATAWAN, N.J. • (908) 566-3000

BILL OF LADING

No. 75640

SHIPPER B. BRAUN MEDICAL			ADDRESS 904 POSTAL ROAD			PRE-PAID <input type="checkbox"/>		
ORIGIN CITY & STATE ALLENTOWN PA						MANIFEST NO.		
DRIVER <i>EMMETT</i>		TIME OUT <i>0630</i>		TRACTOR <i>914</i>		TRAILER <i>W217</i>		CONTAINER
CONSIGNEE BASS OIL			ADDRESS 136 MORGAN AVE.			DATE SHIPPED 03/18/97		
DESTINATION CITY & STATE BROOKLYN NY						DEL. DATE <i>3/19/97</i>		CUSTOMER'S NO.
ACCT. OF STAINLESS		P.O.		PRODUCT GLYCOL		QUANTITY ORDERED <i>4478 GAL</i>		

COMP	LOADING TEMP F	HM	TARIFF COMMODITY DESCRIPTION	QUANTITY	PER CUSTOMER REQUIREMENTS	
<i>1</i>			<i>GLYCOL, ETHYLENE/WATER G NON HAZ.</i>	<i>T 32620</i>	PUBLIC SCALES <input checked="" type="checkbox"/> LOAD <input type="checkbox"/> UNLOAD CARRIER'S PUMP <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> S/S COMPRESSOR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> VACUUM <input type="checkbox"/> CARRIER'S HOSE _____ FEET <input type="checkbox"/> S/S/ CHEM SOLV TEFLOX VITON <input type="checkbox"/> TANK CLEANED	
LOADING TRACTOR			<i>0905 TO 1040 CHECK IN - LOADED CHECK OUT</i> EXPLAIN EACH FUNCTION TO THE NEAREST 1/4 HOUR		DROPPED FOR LOADING <input type="checkbox"/>	
OUT	DATE <i>3-18</i>	MILITARY TIME <i>1040</i>				
UNLOADING TRACTOR			DROPPED FOR UNLOADING <input type="checkbox"/>		This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. If shipment is waste material, shipper is responsible for identifying and selecting sites which are properly permitted and may legally accept the waste. Nappi Trucking Corporation has not participated in the selection of site.	
OUT	DATE <i>3-18</i>	MILITARY TIME <i>0905</i>				
RECEIVED THE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED  FIRM _____ BY _____ <small>SHOW COMPLETE CONSIGNEE NAME AND SIGNATURE</small>			DELIVERY DATE <i>11</i>		CARRIER PER <i>R Emmett</i> SHIPPER PER <i>X Col St...</i> <small>GOVERNED BY APPLICABLE TARIFFS</small>	

C O D \$

TIME DATE SIGNED

TERMINATION POINT <i>MATAWAN, NJ</i>	DATE <i>3-18-97</i>	MILITARY TIME	EMP. NO.	DRIVER <i>R Emmett</i>
STARTING POINT <i>MATAWAN, NJ</i>	DATE <i>3-18-97</i>	MILITARY TIME <i>0630</i>	EMP. NO.	CO-DRIVER




# This Memorandum

is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper No. 20101

Carrier No. \_\_\_\_\_

Date 11/1/96

Chemical L. Mon  
(NAME OF CARRIER)

TO:  
CONSIGNEE

FROM:  
SHIPPER BURRON MEDICAL INC.  
904 POSTAL ROAD  
ALLENTOWN, PA 18103

## ROUTE FOOD STUFF - EDIBLE PRODUCT

NO. SHIPPING UNITS	QTY.	Kind of Packaging, Description of Articles, Special Marks and Exceptions	WEIGHT (Subject to Correction)	RATE	CHARGES
	4385 Gallons	Edible Oil / low moisture Non-Hazardous			
		FAK TRF ITEM TRF ITEM			

REMIT BURRON MEDICAL INC.  
C.O.D. TO: 824 12th AVE  
ADDRESS BETHLEHEM, PA 18018

COD

Amt: \$

C.O.D. FEE:  
PREPAID ☐ \$  
COLLECT ☐ \$

Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES: \$

\$ \_\_\_\_\_ per \_\_\_\_\_

(Signature of Consignor.)

FREIGHT CHARGES  
FREIGHT PREPAID ☐ Check box  
except when box at right is checked  
if charges are ☐ to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER:

BURRON MEDICAL INC.  
904 POSTAL ROAD  
ALLENTOWN, PA 18103

CARRIER C.L.T.

PER Ed H. H.

DATE 11-01-96

PER

SHIPPER		BURREN MEDICAL INC		904 POSTAL ROAD		2419522 ORD	
SID #		c/o		ALLENTOWN PA 18103		141294 TRA	
SCH PICKUP 0900		DATE 11-01				065/M E-TA	
ENTER PLANT 09:00		DATE 11-01				WEIGHT	
START LOAD						G	
END LOAD				TRAILER SPOTTED TO LOAD		YES NO	
DEPART PLANT 10:30		DATE 11-01		SHIPPER AGENT SIGNATURE		DRIVER SIGNATURE	
TOTAL TIME 1 1/2		DATE		TIME		DATE 11-1	
RECEIVER		C P SERVICES INC		RAIL FACILITY		ACCESSORIAL CHARGES	
RID # RAM1436		c/o		TAYLOR PA 18517		MARK Y IF USED N IF NOT USED	
I HAVE CHECKED THE DOCUMENTS FOR THIS SHIPMENT AND VERIFY THAT THERE IS ADEQUATE STORAGE ROOM TO RECEIVE THIS SHIPMENT AND CONNECTION HAS BEEN MADE TO THE PROPER STORAGE FACILITY:		CONSIGNEE		DATE		SCALE LOAD	
SCH. DEL AS		DATE 11-01				PUMP LOAD	
ENTER PLANT		DATE 11-01				COMPRESSOR	
START UNLOAD						PUMP UNLOAD	
END UNLOAD				TRAILER SPOTTED TO UNLOAD		YES NO	
DEPART PLANT		DATE 11-01		RECEIVER AGENT SIGNATURE		DRIVER SIGNATURE	
TOTAL TIME		DATE		TIME		DATE 11-1	
COMP H/M		COMMODITY AND HAZARDOUS MATERIAL DESCRIPTION (MUST AGREE WITH DESCRIPTION ON SHIPPING ORDER)		QUANTITY		LOAD TEMP	
1 1/4		ETHYLENE GLYCOL / WATER MIXTURE		4385 GALS		TOLLS \$	
						TRANSFER SCALE-	
						RAIL TRANSFER	
						LBS	
						TRACTOR NUMBERS	
						PRELOAD	
						LINE HAUL	
						2693	
INSTRUCTIONS						RELAY 1	
WEIGH HEAVY & LITE AT SKYLINER TRUCK STOP UNLOAD INTO RAIL CAR						RELAY 2	
ACFX 88930...SEE ED HOTTINGER AT B BRAUN MEDICAL.						UNLOAD-BY	
PAGER 610-305-1312						2693	
CUST PHONE 610-266-0500 EXT # 2352						ONE WAY MILES	
REMARKS		WAS ALL OF PRODUCT DELIVERED/RECEIVED		YES NO		IF NO EXPLAIN:	
		RECEIVER IS RESPONSIBLE FOR DETERMINING THAT ALL PRODUCT IS REMOVED FROM TRAILER		ETHYLENE GLYCOL		403221	
						7456	
						TRAIL	
						CHASS	
						CONTAIN	
						TERM PROCESSING	
						REVENUE PAPER	
						PERSON COMPLETING MANIFEST	
						CHEMTREC EMERGENCY HELP NUMBER - 1-800-424-9300	
ENDING PT.		CITY		STATE		ENDING ODOMETER READING	
STARTING PT.		CITY		STATE		STARTING ODOMETER READING	
Taylor		Pa.		Pa.		56316	
Greenville		Pa.		Pa.		56316	
STATE CODE		FIRST CITY IN STATE OR MAJOR CHANGE IN DIRECTION		STATE CODE		FIRST CITY IN STATE OR MAJOR CHANGE IN DIRECTION	
PA		Fogelsville		PA		Fogelsville	
		Allentown				Allentown	
		Pottsville				Pottsville	
		Troy				Troy	
						CLEANING POINT	
						N/A	
						ATTACH ORIG. FUEL & TOLL RECEIPTS TO	
						FUEL PURCHASES	
						GAL VENDOR	
						INVOICE NO.	